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Maine-Endwell Central School District
And Maine-Endwell Teachers Assn

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AGREEMENT
BETWEEN THE
SUPERINTENDENT OF SCHOOLS
OF THE
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT
AND THE
MAINE-ENDWELL TEACHERS' ASSOCIATION
2002 – 2004

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

To enable the professional employees represented by the Maine-Endwell Teachers' Association to practice in and contribute to the development of local policies as set forth in the provisions of this contract, it is hereby agreed:

**CONTRACT
DEFINITIONS
AND
PROCEDURES**

ARTICLE I – DURATION

This agreement shall be effective from July 1, 2002 and shall continue in effect through June 30, 2004.

ARTICLE II – RECOGNITION

- A. The District recognizes the Association as the exclusive bargaining agent for the teacher's unit of the Maine-Endwell Central School District. Any challenges to such recognition shall be in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.
- B. The District agrees not to negotiate with any employee, group or organization other than the Association in regard to wages, hours and terms or conditions of employment of employees in the unit represented by the Association.

ARTICLE III – DEFINITIONS

These definitions are for the development and interpretation of this contract only.

- A. **ADMINISTRATION** – The Superintendent of Schools, Assistant Superintendent, Directors, Principals, Assistant Principals, and Coordinators
- B. **ASSOCIATION** – The Maine-Endwell Teachers' Association
- C. **BOARD** – The Board of Education of Maine-Endwell Central School District
- D. **PERB** – The Public Employment Relations Board
- E. **CHIEF EXECUTIVE OFFICER** – The Superintendent of Schools of the Maine-Endwell Central School District, sometimes also referred to as Superintendent and Chief Administrative Officer.
- F. **NEGOTIATING UNIT** – The group of employees of the Maine-Endwell Central School District represented by the "Association" and consisting of all classroom teachers including: art, music, physical education, library, as well as guidance counselors, special education teachers, speech therapists, reading teachers, school social workers, school psychologists, long-term substitutes and teaching assistants. A long-term substitute is defined as a substitute teacher who is employed in place of a regular appointed teacher who is absent for a semester or more due to a leave of absence.
- G. **TEACHER** – Unless otherwise indicated, employees in this unit will hereinafter be referred to as teachers.

ARTICLE IV – NEGOTIATING PROCEDURES

A. TIME AND SCOPE

Within fifteen school days of a written request from either party, a mutually acceptable date shall be set for a meeting to open negotiations for a successor agreement. Such request shall be made no earlier than December 1 nor later than March 1 of the year immediately preceding the expiration of the contract.

B. ACCESS TO DATA

It is agreed that both parties exchange upon request, and in a timely fashion, statistics and records relevant to negotiations or necessary for the proper administration of the agreement. Requests for information, other than negotiations and contract administration, will be processed by following the District/State procedures and regulations on "Access to Public Records." No information of a personal nature which could be considered an invasion of privacy will be released without the written consent of the employee.

C. NATURE AND USE OF IMPASSE

In the event of an impasse, the parties agree to follow and to be governed by the procedure set forth in Article XIV of the Civil Service Law as amended by the 1969 Legislative Session or any ensuing session.

ARTICLE V – STATUTORY NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE VI – ZIPPER CLAUSE

This agreement constitutes the full and complete commitment between both parties with respect to items negotiated.

**EMPLOYMENT
PRACTICES**

ARTICLE VII – VACANCIES

A. NOTIFICATION OF POSITION OPENINGS

All administrative, teacher and teaching assistant openings of one semester or more in length, shall be sent to each senior building representative for posting with an application deadline of two weeks hence which may be waived or shortened by written mutual consent of the Association and the District. An appointment shall not be made until after the application deadline. Applications shall be made by letter to the Personnel Administrator. Vacancies occurring during the summer vacation shall be posted in the District Office and a copy of the posting shall be sent to the Association President and all unit teachers who have previously filed an application for a similar position within the last school year. Vacancy notifications may be waived by written mutual consent of the Association and the District.

Part-time teachers presently on staff, who apply for a vacant teaching position for which they are certified, shall be invited to interview for such a vacancy. The District shall be under no obligation to offer the position to the employee.

B. NOTIFICATION OF EMPLOYMENT

No later than August 1 of each school year, the Superintendent shall deliver, on request, to the Association a schedule showing the names of all teachers who have been hired, reassigned, transferred or promoted. Said list will include the names and addresses of every new teacher hired in the school system.

C. APPOINTMENT PROCEDURES FOR APPENDIX B EMPLOYEES

All Appendix B positions shall be advertised in accordance with Article VII A. – Notification of Position Openings.

Head coaching appointments shall be made in accordance with the following schedule:

- Fall Sports – March
- Winter Sports – July
- Spring Sports – November

All other Appendix B appointments shall be made in accordance with the following schedule:

- Fall Sports, Fall and Full Year Activities – May
- Winter Sports and Activities – September
- Spring Sports and Activities – January

All appointments shall be contingent on budgetary considerations. These shall be considered as guidelines to appropriate deadlines for the above appointments.

All appointees shall return a signed copy of the Appendix B salary agreement within two weeks of the appointment (non-return or return of an unsigned copy will automatically indicate that the appointee is not interested in the position).

Appointees shall be paid in accordance with the following schedule upon certification by the District that all requirements of the position have been fulfilled:

- Fall Sports – November
- Winter Sports – March
- Spring Sports – June

ARTICLE VIII – ASSIGNMENTS

A. YEAR-END SCHEDULING FOR ELEMENTARY TEACHERS

Elementary teachers will be free from classroom instruction for a minimum of one and one-half (1.5) days. This time will be used for year-end reports and/or conferences. The actual scheduling of these days shall be mutually agreed to among the parties.

B. MID-YEAR SCHEDULING AT SENIOR HIGH SCHOOL

For two days during January exam week at the high school, teachers not proctoring Regents or State Competency Tests will be free to do clerical work within the school.

C. NOTICE OF ASSIGNMENT

The District shall notify all returning teachers of their tentative teaching assignments on or before June 15. Notification shall include:

1. School(s) assigned
2. Grade(s) and/or subject assigned
3. Number of classes assigned

Teachers shall be notified of any changes in their tentative assignment taking place after June 15.

D. AREA OF ASSIGNMENTS

Teachers will not be assigned outside the scope of their teaching certification(s), except temporarily or for good cause or as provided in Appendix D.

E. SUBSTITUTING

The District shall obtain substitute teachers when available for both regular classroom and elementary level positions.

But if,

1. a substitute is not available, or
2. the notice of absence by a teacher is given at such time that the obtaining of a substitute would be impossible, or
3. it is determined by the District that a substitute is not necessary, then, the District need not provide substitute coverage.

However, teachers shall not be required to perform substitute duties during their scheduled planning period except in an emergency.

F. PREPARATION TIME

Each teacher will be provided the minimum duty-free time, exclusive of lunch time, and time before or after the student day:

1. Elementary
 - a. Non-Departmentalized – Preparation time will be assigned when the teacher's class is attending music, art, physical education or library. A minimum of 40 minutes per day or 200 minutes per week will be provided within the normal teaching day.
 - b. Departmentalized – The average amount of time granted to non-departmentalized elementary teachers.
 - c. Specials – The average amount of time granted to non-departmentalized elementary teachers.
 - d. 39 minutes for lunch.
2. Secondary
 - a. Academic – One period per day.
 - b. Specials – Equivalent of academic secondary teachers.

G. TEACHER ASSIGNMENTS

Definition – The normal teaching day shall be 7 ½ hours as assigned by the District, except on Fridays and the day preceding a day when students and teachers will not be in attendance, in which event the teachers' day may terminate when all pupils are dismissed.

Elementary art and music teachers may be assigned up to 270 minutes of instruction/supervision per day.

Teaching assignments for academic secondary teachers will normally be a maximum of five periods per day plus one supervisory period. However, a teacher may volunteer to teach a sixth period in lieu of a supervisory period.

Secondary art, home economics, industrial arts, music, reading and special education may be assigned the equivalent amount of time equal to six regular academic periods per day.

Physical education teachers may be assigned the equivalent amount of time equal to six regular academic periods at the secondary level or 270 minutes at the elementary level.

Intramurals assigned outside the teacher day shall be paid according to Appendix B.

Homeroom and time spent before or after the student day shall not be considered as an instructional or supervisory period.

ARTICLE IX – TRANSFERS

A. DEFINITIONS

1. Reassignment – Movement within a building but remaining in the same tenure area.
2. Transfer – Movement from building to building and/or from one tenure area to another.

B. VOLUNTARY REASSIGNMENT/TRANSFER

Teachers desiring a reassignment or transfer shall file a written request to the Personnel Administrator with a copy to the teacher's building principal(s). Requests for the following school year will be submitted no later than February 1. Requests of individual teachers for reassignments or transfers will be honored to the extent that they do not conflict with the instructional requirements and best interest of the District.

C. INVOLUNTARY REASSIGNMENT/TRANSFER

No teacher shall be involuntarily transferred outside of his/her tenure area(s). Involuntary reassignments and transfers shall be made only after:

1. A meeting has been held by the District with the teacher involved and an Association representative (if requested by the teacher) to discuss the reassignment/transfer.
2. The following factors have been considered by the District prior to reassignment/transfer:
 - a. Instructional requirements
 - b. Certification

ARTICLE X – OBSERVATION/EVALUATION & RECORDS

A. PERSONNEL AND PROCEDURES

1. Personnel

Only certified administrators, administrative interns and coordinators of the Maine-Endwell School District shall be authorized to formally observe teachers.

Only certified administrators and coordinators of the Maine-Endwell School District shall be authorized to formally evaluate teachers.

2. Secret Monitoring

All monitoring or observation of the work performance of the teacher, to be used as part of the evaluation process, shall be conducted openly and with the full knowledge of the teacher.

3. Outside Activities

The private personal life of a teacher shall not be valid consideration for the evaluation of teacher performance except as it may adversely affect the teacher's discharge of professional responsibilities.

B. ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) – See Appendix E

C. OBSERVATION

1. Definition

A classroom observation becomes formal when it is followed by a written report that becomes part of the teacher's personnel record.

2. Frequency

Probationary teachers will be formally observed at least three (3) times each year. In the case of a teacher appointed on or before February 1 of any year, at least one observation shall occur within the first ten (10) weeks of employment and at least one (1) observation shall occur in the last twenty (20) weeks of employment. One observation shall be extended in nature. An observation on three consecutive school days is an example of "extended in nature."

During the second and third year of probation, at least one observation shall occur within the first ten (10) weeks of the school year and at least one (1) observation shall occur in the last twenty (20) weeks of the school year.

Tenure teachers will be observed at least once in the six (6) month period prior to the writing of a formal evaluation.

3. Post-Observation Conference

Within five (5) school days after the formal classroom observation of the teacher, a conference will be held between the observer and the teacher to discuss what was observed, unless such conference is mutually waived in writing.

4. Written Report of Observation

Following the post-observation conference or upon mutual waiver of same, a written report will be made of the observation if the report is to be part of the teacher's personnel record. This will be considered a formal observation. If weaknesses are noted, it shall be the responsibility of the observer to recommend in the written observation report specific steps for improvement. A copy of the observation report shall be furnished to the teacher involved within five (5) school days following the post-observation conference or the mutual waiver thereof. No such report shall be placed in the teacher's file without a post-observation conference or the mutual waiver of the same.

5. Teacher Follow-Up to Recommendation for Improvement

It shall be the responsibility of the teacher to report within a ten-week period what action the teacher has taken to improve the areas noted as weaknesses. A copy of this report will be submitted to the observer who will forward a copy to the Personnel Office where it will be attached to the observer's written recommendations.

D. EVALUATION

1. Definition

A formal evaluation is a written overall assessment of the teacher's performance which is to become part of the teacher's personnel record and is based on the following criteria:

- a. Classroom observation
- b. Personal qualifications
- c. Interpersonal relationships
- d. Professional responsibilities

Included in each teacher evaluation, where applicable shall be recommendations for improvement. Subsequent evaluations shall be used, in part, to determine if improvement has occurred.

2. Frequency

Probationary teachers will be evaluated at least once per school year. Tenure teachers will be evaluated at least every three (3) school years unless there is mutual agreement in writing to waive the evaluation.

3. Pre-Evaluation Conference

Prior to the writing of a formal evaluation a pre-evaluation conference will be held between the evaluator and the teacher to discuss the teacher's performance from the standpoint of both the teacher and the evaluator.

4. Evaluation Report

Following the pre-evaluation conference, a written evaluation shall be prepared and a copy furnished to the teacher. The teacher shall sign the report within five (5) days of receipt indicating that the teacher has read the report and the signed evaluation report shall be placed in the teacher's permanent file. The teacher has a right to respond in writing to the written evaluation within ten (10) school days of receipt of the report and have the response attached to the file copy of the evaluation.

5. Post-Evaluation Conference

Within five (5) days following the receipt of a written evaluation, and upon request of either the teacher or the evaluator, a conference between the teacher and evaluator shall be held to discuss the written evaluation.

E. TEACHER FILES

1. Access

Each teacher's personnel file shall be available by appointment for review at the District Office in the presence of the Superintendent or his designee. The teacher may request the presence of an Association representative during the review. Any expense incurred in copying the contents of the teacher's file shall be charged to the teacher.

2. Complaints and Derogatory Material

Complaints and derogatory materials that are to become part of the teacher's personnel file shall first be presented to the teacher in writing. After discussion with the appropriate administrator(s) and within five (5) school days of receipt of the material, the teacher may attach a written response to the material prior to it being filed in the teacher's personnel folder.

3. Teacher Signature

All materials that may eventually be used for evaluation and/or disciplinary action must be signed by the teacher before they are placed in the file. The signature does not indicate agreement but merely signifies that the teacher is aware of its presence in the file.

**TEACHER
RIGHTS
AND
RESPONSIBILITIES**

ARTICLE XI – TEACHER/ADMINISTRATION/BOARD LIAISON

A. BUDGET RECOMMENDATIONS

During the development of the budget, the Association may make written budgetary recommendations to the District. The District shall make the final determination as to the disposition of the recommendations submitted by the Association.

B. DEVELOPMENT OF NEW PROGRAMS

Teachers are encouraged to submit written proposals for new programs to the Superintendent through their building principal(s). The proposal shall include:

1. a statement of need,
2. a full description of the program,
3. and complete budgetary implications.

A meeting will be held in which the teacher will be given an opportunity to clarify the proposal submitted.

C. BUILDING ADVISORY COUNCIL

There shall be an Advisory Council in each building to make recommendations to the principal as to problems and solutions pertaining to terms and conditions of employment. All recommendations shall be advisory in nature.

The Association and building principal may appoint an equal number of "instructional staff" to the Council.

ARTICLE XII – ASSOCIATION RIGHTS

A. A-V DUPLICATING EQUIPMENT

The Association will have the right to reasonable use of A-V and duplicating equipment within each building. Supplies will be purchased by the Association.

B. ANNOUNCEMENTS

The administration shall make P.A. announcements concerning Association meetings and activities when presented in a timely and reasonable manner.

C. ASSOCIATION DAYS

The duly elected delegate and alternate to the NYS Retirement System shall be allowed to attend the Retirement Delegates Convention for one (1) day without loss of pay or leave time.

The duly elected delegate(s) to the NEA/NY Representative Assembly shall be allowed to attend the convention for one (1) day without loss of pay or leave time.

The President of the Association and/or designee(s), shall have the right to participate in meetings pertinent to the operation of the Association without loss of pay or leave time. Such leave shall not exceed an aggregate total of fifteen (15) days in any school year; however, the Association shall reimburse the District for per diem substitutes for days eleven through fifteen.

D. BOARD AGENDA

Ten copies of the Board agenda will be given to the Association President. A copy of the official minutes of the Board meeting will be given to the Association President.

E. BOARD RULES AND REGULATIONS

Changes in Board Policies and Administrative Regulations will be given to the Association President.

F. BUILDING USE

The Association will have the right to use school buildings without cost at reasonable times for meetings with the approval of the Superintendent. Application for use of a school building is to be made on forms provided by the District. If a building is to be used at other than a time when it is ordinarily staffed by a custodian, the Association will pay the overtime cost for a custodian.

G. BULLETIN BOARD

There will be at least one bulletin board for use by the Association to be located in the faculty lounge of each building.

H. SCHOOL CALENDAR

The Association and the District shall agree to discuss the calendar for the next school year prior to its adoption by the Board of Education.

I. LEAVE OF ABSENCE FOR ASSOCIATION DESIGNEE

The District agrees that one teacher designated by the Association will, upon 90 days prior request, be granted a leave of absence up to two (2) years without pay for engaging in Association (local, state, national) activities. A teacher who returns from such leave shall be placed on the same level of salary she or he was on when the leave commenced with all accumulated benefits that had accrued prior to such leave.

J. MAILBOXES

The Association will have the right to use teacher mailboxes and the inter-school mail.

K. MEETINGS

The following times shall be reserved for Association meetings:

1. Representative Council – 2nd Monday of the month (2nd Tuesday when Monday is a District holiday.)
2. Building Association Meeting – The day following Representative Council.

L. NO REPRISALS

No reprisals shall be taken by the District against an officer or member of the Association because of their lawful participation in Association activities.

M. OFFICE SPACE

Where available, the District shall provide office space in the building of the Association President for the conduct of Association business. A telephone will be provided at Association expense.

N. RELEASE TIME

1. President – The President of the Association shall be released from supervisory duties for the conduct of Association business. The schedule shall be arranged mutually between the President and the building principal(s) involved.
2. Redress Committee Chairperson – The Chairperson of the Redress Committee shall be released from supervisory duties as necessary to facilitate the orderly processing of claimed contractual violations. Specific arrangements are to be made with the employee's immediate supervisor and approved by the Personnel Administrator.

O. **TEACHER AGREEMENT**

Whenever a new agreement is ratified by the District and Association, the District shall supply each teacher with a copy of the Teacher Agreement; plus twenty (20) extra copies to be filed with the Association.

P. **TEACHER WORKSHOPS**

The District, upon request of the Association, shall provide the following days in the school calendar for workshops or in-service programs:

1. One day planned by Administration.
2. One day developed by mutual agreement between the Administration and the Association.
3. K-5 meetings will be held during the school year. Appropriate time will be provided for these meetings. A team of three persons selected by the Administration and three teacher representatives will meet to make appropriate plans and arrangements for these meetings. These plans and arrangements shall be submitted to the Superintendent, or his designee, for his approval. No grade level meetings as described in this article, shall be conducted without the approval of the Superintendent.

ARTICLE XIII – DUES DEDUCTION

A. **PROCEDURES**

The District agrees that when:

1. the individual teacher has voluntarily authorized the District, in writing, to deduct dues and transmit monies to the Association Treasurer for the Association and other professional organizations affiliated with the Association through a "unified dues arrangement," and
2. the District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses which are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association and
3. the Association has, 30 days prior to the deduction, certified in writing to the District the current rate of membership dues.

The District shall then:

4. deduct authorized dues from the salaries of Association unit members in twenty bi-weekly installments beginning on a mutually agreed upon date.
5. deduct the agency fee provided for in Section 2 of this Article, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
6. transmit all deducted dues to the Association Treasurer as deducted.
7. provide dues deductions for additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.

- B. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this Article.

The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorneys fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

This contract provision will terminate on June 30, 2004 notwithstanding the provisions of any statute rule, law to the contrary in effect now or during the term of the contract. The Association agrees not to seek recovery from the District for loss that might be suffered because of the acts or omissions of the District (unless such acts or omissions were willful).

ARTICLE XIV – TEACHER PROTECTION

A. USE OF PHYSICAL FORCE

In the event of an incident involving physical force, by or against a teacher, the teacher shall:

1. Give timely written notice of the incident to the Building Principal with a copy to the Superintendent.
2. Be advised by the District of legal responsibilities and protections offered by the District.
3. Be advised by the District of administrative investigations or hearings concerning the incident.

B. INJURY ON JOB

When a teacher is absent from employment and unable to perform duties as a result of personal injury caused by an accident or assault occurring in the course of employment, and during the period in which the employee is eligible for Workmen's Compensation payments:

1. Full salary will be paid up to six months (less the compensation).
2. No credited sick leave will be required to be utilized.

C. DISCIPLINARY ACTION

When serious disciplinary action of a teacher is contemplated by the District, the problem shall be discussed with the teacher in a timely manner. If the District decides that disciplinary action may be taken, a meeting will be held with the teacher at which a META representative may be present if requested by the teacher.

D. PARENT COOPERATION IN DISCIPLINE

Members of the faculty unit have the right and are encouraged to enlist the cooperation of parents in handling discipline problems. After consultation with the principal involved, teachers may request parental attendance at a parent-teacher conference to be held at school, after school, or during school hours if the parents are available.

E. TEACHER RIGHTS

1. Tenured Teachers

- a. Where a tenured teacher in the bargaining unit is charged upon grounds set forth in Education Law 3012, as amended from time to time, for removal or discipline and probable cause is found by the Board of Education pursuant to Education Law 3020-a, as amended from time to time, the Board shall also set forth in writing the penalty the Board would render in the event of waiver of a hearing as hereinafter set forth.
- b. If the tenured teacher fails to request a hearing as set forth in paragraph c., such failure shall constitute a waiver of the right to any hearing and shall further constitute agreement by the tenured teacher of the charges and such penalty.
- c. Where the tenured teacher elects to have a hearing, then and in that event, a hearing before a sole arbitrator in accordance with the rules of the American Arbitration Association will apply. The Teachers' Association and the District shall each pay one-half of the arbitrator's billing and American Arbitration Association charges. If the tenured teacher elects to have a hearing then the hearing shall proceed on the basis of the charges; however, the recommended penalty of the Board will not be divulged to the arbitrator.
- d. If the tenured teacher is suspended, such suspension shall be with or without pay in accordance with the law in effect at the time of suspension. If the tenured teacher disagrees with the question of pay, then the tenured teacher can appeal such question to the Commissioner and thereafter by appropriate judicial review.
- e. The arbitrator is authorized to (i) find that there is no just cause for action against the tenured teacher and direct that there be taken from the tenured teacher's file all reference to this matter; (ii) find that there is just cause for taking action against the tenured teacher and, in such event, the arbitrator may direct a penalty that he considers appropriate, which may be different than those specified in Education Law Section 3020-a.
- f. The tenured teacher waives all rights to proceed in any other forum, except as set forth in paragraph d. and paragraph g. of this article.
- g. The findings and penalty arrived at by the arbitrator shall be final and binding on all parties and no review of the arbitrator's decision will be undertaken before the Commissioner of Education or the courts, except as provided in Article 75 of the Civil Practice Law and Rules (unless the Article 75 provisions are waived by the mutual consent in writing of the parties).

2. Probationary Teachers

No probationary teacher shall be dismissed except under the provisions of Education Law 3019a and 3031, as amended from time to time.

ARTICLE XV – CONTRACT VIOLATION/REDRESS

A. DEFINITION

1. "Grievance" as used in this agreement is limited to a complaint or request of an employee(s) or the association, which involves the interpretation or application of or compliance with, the written provisions of this agreement.
2. "Days" shall mean school days as designated on the current school calendar.
3. "Administrator" shall mean Building Principal, Program Coordinator, or Director, whichever the case may be.
4. "Grievant" is defined as an employee, group of employees, or the Association.

B. PROCEDURE

Level 1 – Meeting

Grievance will first be discussed with the aggrieved person's administrator, at which time the aggrieved employee may:

- a. discuss the grievance personally; or
- b. request the Association representative to accompany the aggrieved employee; or
- c. request the Association representative to act in the aggrieved employee's behalf.

Failure to present a grievance within 15 days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of the right to file a grievance.

Five days after the presentation of the grievance to the Administrator, the Administrator shall make a decision and communicate the decision and reasons therefor in writing to the employee presenting the grievance, to the Association, and to the Personnel Administrator. Such written decision and reasons shall be signed and dated by the administrator and the Association President upon receipt by the Association President.

Level 2 – Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, the grievant may within five days file with the Personnel Administrator an appeal in writing, on a form supplied by the District, requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 is unsatisfactory.

The Superintendent, or his designee, shall meet with the aggrieved employee and the aggrieved employee's representative (if the aggrieved employee desires a representative) at a reasonable time and place designated by the Superintendent within five days after the presentation of the appropriate appeal documents to the Personnel Administrator's office.

Within five days after such a meeting or meetings, the Superintendent, or his designee, shall make a decision in writing, setting forth conclusions with respect to the grievance. A copy of such decision shall be given to the aggrieved employee and the Association. A copy of such decision shall be given to the Association President and signed and dated upon receipt by the Association President.

Level 3 – CPLR, Article 78

If the aggrieved employee is not satisfied with the disposition of the grievance at Level 2, the grievant may commence a proceeding to review a claimed violation by the Supreme Court of New York State under a proceeding under CPLR, Article 78. The District waives any required notice specified by Education Law 3813.

ARTICLE XVI – MANAGEMENT RIGHTS

The District retains the exclusive right to manage its educational operation and facilities, except as limited by this agreement or by law.

**COMPENSATION
AND
BENEFITS**

ARTICLE XVII – SALARIES

A. SALARY SCHEDULE

Effective July 1, 2002 teachers shall be paid according to Appendix A-1. Effective July 1, 2003 teachers shall be paid according to Appendix A-2.

B. SALARIES FOR EXTRA CURRICULAR ACTIVITIES

Salaries for extra curricular activities are set forth in Appendix B. The contrary notwithstanding, appointees may elect to receive such salary in twenty (20) installments beginning at the start of the activity for full year activities and five (5) installments beginning at the start of the activity for seasonal activities.

C. HOURLY COMPENSATION

The District shall pay the following:

2002-03	\$26.98/hour
2003-04	\$28.00/hour

The following assigned work performed by bargaining unit members outside the school day or year:

Curriculum Development
Home Teaching
Summer School Teacher

Other work as assigned by the District when there is written instructions and approval prior to performing such work. The District shall not pay for work that it did not expressly instruct and approve prior to performing.

D. PART-TIME TEACHERS

For compensation purposes, the full-time equivalency of part-time teachers shall be determined by the following formula:

$$\frac{\begin{array}{l} 170\% \text{ of the} \\ \text{Assigned Classroom} \\ \text{Instruction Time} \\ \text{(Min.)} \end{array} + 53.75 \text{ Minutes} + \begin{array}{l} 100\% \text{ of the} \\ \text{Assigned Super-} \\ \text{visory Time} \\ \text{(Min.)} \end{array}}{450 \text{ Minutes}} = \text{FTE}$$

Assigned teaching time shall be based on the average for the building cycle.

E. COMPENSATION FOR LONG-TERM SUBSTITUTES

Long-term substitutes shall be paid according to Appendix C.

F. PAYROLL DATES BEFORE TEACHER/STUDENT ABSENCE DAYS

When a payroll date falls during a vacation period or on a day when students and teachers will not be in attendance, checks shall be issued on the last instructional day prior to such a vacation or teacher/student absence day.

ARTICLE XVIII – INSURANCES

A. HEALTH INSURANCE

1. The District agrees to pay on behalf of each eligible employee participating in the Central New York Region-wide Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and Association the following:

Individual	= Teachers will contribute \$200.00 to the District.
Family	= Teachers will contribute \$400.00 to the District.

Those individuals who have resigned from Maine-Endwell Central School District in order to receive retirement benefits from the New York State Teachers Retirement System on account of age and service and are receiving such benefits, shall be entitled to receive the same health cost reimbursement benefits as teaching employees actively employed by the District. The retired employee at the end of the 2002-2003 school year will pay seventy-five percent (75%) of their contribution rate while on staff. The retired employee at the end of the 2003-2004 school year will pay one hundred percent (100%) of their contribution rate while on staff. Upon the death of a retiree, a spouse may continue the reimbursement plan, paying the full charge for an individual benefit plan.

The health reimbursement plan which is currently offered by the District to active teaching employees provides basic Blue Cross/Blue Shield coverage, prescription co-pay of \$7.00 for brand named drugs, \$3.00 for generic drugs, and Major Medical deduction of \$100.00 for individual and \$300.00 for family plans. Reference is made to the plan description booklet for a description of the benefits.

The District is not required or responsible to make contribution to any governmental agency, such as the Social Security Administration on account of benefits that may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

2. The District shall pay each eligible teacher, who elects not to participate in the Health Insurance Plan identified in this article a fixed sum of money or prorated portion thereof, as follows:

The health insurance buy-out will be frozen at two thousand six hundred four dollars (\$2,604) for all teachers hired prior to the 2002-2003 school year.

The health insurance buy-out for new teachers hired for the 2002-2003 and 2003-2004 school year will be offered at two thousand dollars (\$2,000).

A teacher who elects this alternative instead of participating in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate.

A teacher who elects this alternative to the Health Insurance Plan shall receive the sum of money, or part thereof, on the last day of September, December, March, and June for those months in which they elected this alternative.

A teacher who later elects to participate in the Health Insurance Plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in their Health Insurance Plan. The District reserves the right to restrict the number of times a teacher elects to participate in the Health Insurance Plan or this alternative in any one school year.

B. DENTAL INSURANCE

The District will provide to individual/family, and students to age 25, Excellus Benefit Services Dental Plan Schedule A including Basic, Supplemental Basic, Orthodontics, Periodontics, Prosthetics.

The District will pay no more than \$41.52 per month towards the Family Premium cost and \$14.50 per month towards the Individual Premium cost.

C. FLEXIBLE BENEFIT PLAN

A Flexible Benefit Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible teachers.

D. DAMAGE OF PERSONAL PROPERTY

The District will reimburse teachers for loss or damage to personal property (subject to \$25.00 deductible) when the following conditions have been fulfilled:

1. The loss or damage occurred while the teacher was performing duties assigned by the District, or
2. The loss or damage was not covered by any type of insurance held by or covering the teacher, and
3. The loss or damage did not apply to: a) automobiles or other forms of transportation, b) money, or c) any item valued at two hundred dollars or more unless registered in writing with the Building Principal prior to the loss or damage as an item of personal property to be insured by the District.

ARTICLE XIX – PERSONAL LEAVE

A. DEFINITIONS

1. Immediate Family – includes mother, father, son, daughter, spouse, brother, sister, step-children, grandparents, current spouses of natural parents.
2. Emergency Medical Attention – includes situations requiring medical attention of an emergency nature.
3. Non-Emergency Medical Attention – includes regularly scheduled medical appointments.

B. SICK LEAVE

Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.

An employee shall earn up to twelve (12) sick leave days per year, cumulative without limit, at the rate of 1.2 days per month or major part of a month worked.

The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

C. PERSONAL BUSINESS LEAVE

Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

An employee shall be granted up to three (3) personal business leave days per year. An employee shall be entitled to carry over no more than two personal business leave days, but in no event shall an employee be entitled to use more than five (5) personal business leave days in any one school year. New employee's personal business leave days will be prorated on the basis of one (1) day per three months or major part of month worked (maximum three (3) days) for employees entering the District during the school year. Any personal business leave days not used or carried over by July 1, shall be transferred to the employee's sick leave accumulation.

A minimum of a quarter ($1/4$) day may be taken when:

1. The District does not have to pay for additional coverage, or
2. A substitute is available for a quarter ($1/4$) day.

All other personal business leave days must be taken in one-half ($1/2$) day increments.

To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available or is not required.

The employee must apply in writing at least three (3) days in advance certifying that:

1. The personal business leave could not be conducted outside of the school day or school year.
2. No outside remuneration will be received.
3. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. The personal business leave will not be used for recreation purposes.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

D. RELIGIOUS OBSERVANCE

Teachers shall be allowed up to three (3) paid days for religious observance where as a requirement of his/her religion he observes his Sabbath or other holy day, including a reasonable time prior and subsequent thereto for travel between his place of employment and his home. If additional days are necessary the teacher may charge these to available personal business leave or unpaid leave if personal business days are not available. Requests for same shall be made at least five (5) days in advance on a form provided by the District.

E. BEREAVEMENT LEAVE

Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children, grandparents, current spouses of natural parents.

An employee shall be granted five days per death. Further, the Superintendent may grant bereavement leave for circumstances resulting from a death of other than above based upon extenuating circumstances satisfactory to him. Such leave may be granted from 1 to 5 days upon written request to the Superintendent and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.

F. SICK BANK

The sick bank provides sick leave that may be borrowed from the District upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical attention of the employee. A maximum of 200 days may be borrowed by an employee in a five year period. The employee shall notify in writing the Personnel Administrator of his/her intent to borrow from the District's Sick Bank.

The employee must pay back the sick bank at the rate of 1.1 days for each day borrowed from the unused portion of the employee's annual accumulation of personal business and sick leave. Upon retirement or termination, any outstanding sick bank debts will be forgiven. However, no sick leave incentive will be paid to an employee with an outstanding sick bank debt.

Notice of exhaustion of accumulated sick leave shall be provided. If, however, such notice is not provided prior to exhaustion, the employee may borrow without written notice of intent until such time that notice is given.

G. SICK LEAVE INCENTIVE

Sick leave incentive provides for payment upon retirement for unused sick leave.

1. Retirement from the NYS Teachers Retirement System, or
2. Retirement from the district on or after age 55 for nonmembers of the retirement system, and
3. When a minimum of four months (March 1) written notice is given to the District prior to the retirement that will occur on June 30.

Payment is fifty dollars (\$50) per day per unused sick day or is based on the following formula, whichever payment amount is higher. In no event shall payment exceed thirteen thousand dollars (\$13,000).

$$\frac{\text{Accumulated Sick Leave}}{2^*} \times 50\% \frac{\text{Highest 3 Year Final Average Salary}}{\text{Designated Work Year (in days) for the Position}} = \text{Maximum of \$13,000}$$

*If accumulated Sick Leave is equal to 200 days or more then the divisor, 2, shall be eliminated. If Accumulated Sick Leave is 199 days or less then the divisor, 2, shall remain.

Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

H. SHORT-TERM

Short-term leave is unpaid leave for absence of ten (10) days or less for personal business that cannot be conducted outside the school day or school year.

To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The employee must apply in writing at least ten (10) days in advance certifying that:

1. The short-term leave could not be conducted outside the school day or school year.
2. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. The short-term leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. A short-term leave will not be applied for within the next two academic years next following the granting of a short-term leave.

Approval must be received by the District in writing prior to the leave.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

I. LONG-TERM LEAVE

Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twenty (20) school months for personal business that cannot be conducted outside the school day or school year.

All long-term leaves must terminate at the end of the school year. All employees on leave must notify the District by February 1 of their intention to return or not to return at the beginning of the next school year.

To be eligible for long-term leave:

1. Written application must be made at least ninety (90) calendar days in advance.
2. The supervisor must certify that appropriate coverage is available.
3. Board approval must be obtained prior to the leave.

J. **OTHER LEAVES**

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE XX – OTHER FORMS OF COMPENSATION

A. **DIFFERENTIALS**

Guidance counselors, psychologists, and speech therapists hired after the Date of Signing of this agreement in 1984 shall be paid 1/200th of their individual base salary for each day worked, as assigned by the District, in excess of the normal teacher calendar.

B. **ECIS**

Teachers who are engaged in District approved supervision not covered by Appendix B, shall receive additional compensation under the following conditions:

1. The supervision is approved in writing by the administration at least one week in advance, but preferably three weeks in advance, and
2. A minimum of ten students is involved, and
3. Supervision is for a minimum of two continuous hours, and
4. The teacher receives no other compensation from any source for the time in question, and
5. The supervision takes place outside the normal school day.

Effective:

July 1, 2002 through June 30, 2003, compensation shall be at the following rates not to exceed \$161.85 per day:

1. \$40.46 between 6:00 AM and 12:00 Noon
2. \$40.46 between Noon and 6:00 PM
3. \$40.46 after 6:00 PM
4. \$40.46 for overnight assignment

July 1, 2003 through June 30, 2004, compensation shall be at the following rates not to exceed \$168.00 per day:

1. \$42.00 between 6:00 AM and 12:00 Noon
2. \$42.00 between Noon and 6:00 PM
3. \$42.00 after 6:00 PM
4. \$42.00 for overnight assignment

The payroll for ECIS shall be certified to the Personnel Administrator on or before the 5th day of each month following. Payments will be made once each month.

C. EXTRA PAY FOR EXTRA WORK

As stipulated in this Article, Extra Pay for Extra Work is for supervisory and instructional time spent with students outside the normal school day.

Teachers shall not be involuntarily assigned to Appendix B positions. When Appendix B assignments are deemed necessary and desirable by the District, compensation shall be allocated according to Appendix B.

D. REIMBURSEMENT FOR TRAVEL WITHIN THE DISTRICT

Mileage for approved travel shall be paid at the allowable rate established by the IRS from time to time.

E. TUITION WAIVER – NON-RESIDENT

The parties agree that the board resolution dealing with school employees and tuition fees for Kindergarten, grades 1-6 and grades 7-12 will be waived for non-resident children of teachers employed by the District in other than substitute positions. The provisions of this resolution shall otherwise apply. The District shall not provide transportation.

ARTICLE XXI – TEACHING ASSISTANTS

A. SALARY

2002-2003 Teaching Assistants shall be paid at ten dollars and eighty-two cents (\$10.82) per hour for a 200-day period.

2003-2004 Teaching Assistants shall be paid at eleven dollars and twenty-three cents (\$11.23) per hour for a 200-day period.

B. WORKDAY

The working hours of the Teaching Assistants will be seven and one-half (7.5) hours per day. Building Principals can flex the starting and ending times of Teaching Assistants as needed. Teaching Assistants wishing to leave on Friday at first dismissal shall have the time they miss deducted from their pay. A full lunch period and one (1) other period per day at the Middle School and High School can be divided into two (2) equal blocks of time throughout the day. Teaching assistants will attend faculty meetings.

C. CONTRACTS

New Teaching Assistants shall receive a contract upon hire.

APPENDIX A-1

A. 2002-03 SALARY

For the period beginning July 1, 2002 and ending June 30, 2003 the salary for "returning teachers" shall be increased by the amount as indicated below. When used in this article, "returning teacher" is defined as a teacher who was in service during the previous year in these job titles. This would not apply to newly hired teachers or to a teacher who began service after September 1 of any school year or to a teacher who had been granted a leave without pay. The salary increase for these teachers, who did not serve a complete year, shall be on a pro-rated basis, in one-tenth (1/10th) parts, and shall be equal to the number of months, or greater part of a month, that the teacher actually served.

The salary increase shall be four and two-tenths percent (4.2%).

B. MINIMUM TEACHERS SALARY – ENTRY LEVEL – NO EXPERIENCE

For Teachers Reaching These Levels in 2002-03

Level of Educational Preparation	2002-03
BA	\$32,000
BA+15	BA + \$500
MA	BA + \$1,300
MA+30	BA + \$2,100
MA+60	BA + \$2,850
Earned PH.D.	BA + \$3,000

For those teachers starting after Date of Signing and who have already obtained Permanent Certification without being required to obtain a Master Degree the following levels may be applied:

BA+30	BA + \$630
BA+60	BA + \$1,260

No teacher will be hired at a higher base salary than that enjoyed by a teacher on staff with commensurate level of educational preparation and years of full-time, continuous teaching experience in the District.

APPENDIX A-2

A. 2003-04 SALARY

For the period beginning July 1, 2003 and ending June 30, 2004 the salary for "returning teachers" shall be increased by the amount as indicated below. When used in this article, "returning teacher" is defined as a teacher who was in service during the previous year in these job titles. This would not apply to newly hired teachers or to a teacher who began service after September 1 of any school year or to a teacher who had been granted a leave without pay. The salary increase for these teachers, who did not serve a complete year, shall be on a pro-rated basis, in one-tenth ($1/10^{\text{th}}$) parts, and shall be equal to the number of months, or greater part of a month, that the teacher actually served.

The salary increase shall be three and eight-tenths percent (3.8%).

B. MINIMUM TEACHERS SALARY – ENTRY LEVEL – NO EXPERIENCE

For Teachers Reaching These Levels in 2003-04

Level of Educational Preparation	2003-04
BA	\$32,500
BA+15	BA + \$500
MA	BA + \$1,300
MA+30	BA + \$2,100
MA+60	BA + \$2,850
Earned PH.D.	BA + \$3,000

For those teachers starting after Date of Signing and who have already obtained Permanent Certification without being required to obtain a Master Degree the following levels may be applied:

BA+30	BA + \$630
BA+60	BA + \$1,260

No teacher will be hired at a higher base salary than that enjoyed by a teacher on staff with commensurate level of educational preparation and years of full-time, continuous teaching experience in the District.

C. TOP OF RANGE

The top of the range for each level of educational preparation shall be equal to the greatest base salary paid for that level.

D. PART-TIME TEACHERS

For those teachers employed less than full-time, the salary increase shall be prorated according to their full-time equivalency status.

E. RECALL ADJUSTMENT

Any teacher being recalled in accordance with Education Law 2510-3 will receive the higher of the following:

1. Their last individual base salary and the increase for the year they return, or
2. The beginning salary for their level of educational preparation plus \$500.00 for each year of teaching experience.

F. CREDIT FOR PRIOR TEACHING EXPERIENCE (HIRED AFTER SEPTEMBER 1, 2002)

New hires shall be compensated at five hundred dollars (\$500) for each year of prior teaching experience. In no event will a teacher be hired at a higher base salary than that enjoyed by a teacher on staff with commensurate level of educational preparation and years of full-time, continuous teaching experience in the District.

G. NEW TEACHER ORIENTATION

Teachers will receive one hundred dollars (\$100) as total compensation for attending the required three (3), five (5) hour days of the New Teacher Orientation. If a teacher attends less than all of the required three (3), five (5) hour days of the Orientation, the payment of one hundred dollars (\$100) will be pro-rated.

APPENDIX B EXTRA PAY FOR EXTRA WORK

A. COACHES

	<u>2002-03</u>	<u>2003-04</u>
Level I	\$5,811.04	\$6032
Level II	\$5,010.09	\$5200
Level III	\$4,209.14	\$4369
Level IV	\$3,410.26	\$3540
Level V	\$2,609.31	\$2708

LEVELS OF COACHING

Level I

Basketball	B
Football	B

Level II

Basketball	G
Soccer	B
Soccer	G
Swimming	B
Swimming	G
Track	M
Wrestling	B
Baseball	B
Softball	G
Lacrosse	G
Lacrosse	B
Volleyball	G
Field Hockey	G

Level III

Basketball JV	B
Football V Asst. (3)	B
Football JV	B
Indoor Track	M
Bowling	M
Tennis	G
Tennis	B
Wrestling JV	B

Code:

B – Boys
G – Girls
M – Mixed

Level IV

Baseball JV	B
Basketball JV	G
Cross Country	M
Field Hockey JV	G
Football JV Asst. (2)	B
Football – Modified (4)	B
Soccer JV	G
Soccer JV	B
Lacrosse JV	B
Lacrosse JV	G
Lacrosse V Asst.	B
Softball JV	G
Swimming Asst.	B
Swimming Asst.	G
Track V Asst. (3)	M
Track Modified	M
Volleyball JV	G

Level V

Baseball Modified	B
Basketball Modified (3)	B
Basketball Modified (2)	G
Golf	B
Soccer Modified	B
Soccer Modified	G
Softball Modified	G
Swimming Modified	B
Swimming Modified	G
Track Modified Asst. (2)	M
Wrestling Modified	B
Cross Country Modified	M
Field Hockey Modified	G
Volleyball Modified	G
Indoor Track Asst.	M
Tennis Modified	G
Tennis Modified	B
Lacrosse Modified	B
Lacrosse Modified	G
Cheerleading V – Football	
Cheerleading V – Basketball	
Cheerleading JV – Football	
Cheerleading JV – Basketball	

If the coach's season extends beyond the first sectional game, then the coach shall be compensated for additional work at the rate of \$51.88 per week prorated for as many weeks as the season continues.

APPENDIX B CONTINUED

B. MUSIC

	<u>2002-03</u>	<u>2003-04</u>
Level I	\$3,610.50	\$3748
Level II	\$2,664.30	\$2766
Level III	\$2,293.91	\$2381
Level IV	\$2,105.09	\$2185
Level V	\$1,862.31	\$1933
Level VI	\$1,592.56	\$1653
Level VII	\$1,152.66	\$1196

Level I

HS Marching Band

Level II

HS Chorus

HS Concert Band

HS Orchestra

HS Marching Band Asst.

Level III

HS Musical Director

MS Musical Director

Level IV

HS Winter Guard

HS Color Guard

Level V

HS Jazz Band

HS Technical Director

Level VI

MS Band

MS Chorus

MS Orchestra

HB Musical Director

MM Musical Director

HS Asst. Musical Director

MS Asst. Musical Director

Level VII

6th Grade Band

6th Grade Orchestra

6th Grade Chorus

HB Band

HB Orchestra

HB Chorus

MM Band

MM Orchestra

MM Chorus

HS Madrigals

MS Jazz Band

HB Asst. Musical Director

MM Asst. Musical Director

MS Select Chorus

APPENDIX B CONTINUED

C. CLUBS AND ACTIVITIES (Appendix B monies will be increased by four and two-tenths percent (4.2%) but will not be distributed to Appendix positions. Rather total money increase combined with nine thousand dollars (\$9,000) from the District will be used for new Appendix B positions).

	<u>2002-03</u>	<u>2003-04</u>
<u>Senior High</u>		
Action Ecology	\$1,397.51	\$1451
Class Advisor – Freshman	\$1,312.44	\$1362
Class Advisor – Junior	\$1,764.79	\$1832
Class Advisor – Senior	\$2,173.56	\$2256
Class Advisor – Sophomore	\$1,312.44	\$1362
Community Club	\$1,397.51	\$1451
Dramatics (1 Play)	\$3,722.55	\$3864
FBLA	\$1,160.96	\$1205
French Club	\$ 471.03	\$ 489
Future Teachers of America	\$1,397.51	\$1451
Government in Action	\$1,697.35	\$1762
Honor Society	\$1,397.51	\$1451
Key Club	\$1,397.51	\$1451
Magazine	\$1,279.24	\$1328
Math Competitions (4)	\$1,249.15	\$1297
Mock Trial	\$1,699.43	\$1764
Newspaper (minimum 5 issues)	\$1,729.51	\$1795
SADD	\$1,397.51	\$1451
Science Olympiad*		
*September to Regional	\$3,908.26	\$4057
*After Regional through State	\$2,605.16	\$2704
*After State through National	\$2,605.16	\$2704
Spanish Club	\$ 471.03	\$ 489
Student Council	\$2,322.96	\$2411
Varsity Club (Boys)	\$ 698.24	\$ 725
Varsity Club (Girls)	\$ 698.24	\$ 725
Yearbook	\$4,646.96	\$4824
Z Club	\$1,397.51	\$1451
Odyssey of the Mind	\$1,556.25	\$1615
PRIDE Club	\$1,296.88	\$1346
Bible Club	\$1,296.88	\$1346
Technology Club	\$1,296.88	\$1346
<u>Middle School</u>		
Dramatics (1 Play)	\$2,172.53	\$2255
French Club	\$ 471.03	\$ 489
Math Competitions (4)	\$ 718.99	\$ 746
Memory Book	\$1,550.03	\$1609
SADD	\$1,397.51	\$1451
Science Olympiad*		
*September to Regional	\$3,505.00	\$3638
*After Regional through State	\$1,952.58	\$2027
*After State through National	\$1,952.58	\$2027
Spanish Club	\$ 471.03	\$ 489
Student Council Advisor	\$2,168.38	\$2251
Odyssey of the Mind	\$1,556.25	\$1615
Club 1	\$1,296.88	\$1346

*Each amount shall be prorated among the Team of Coaches after appointment by the District. There shall be a minimum of four members on the Team. The distribution of the monies can be determined by mutual consent of all coaches.

APPENDIX B CONTINUED

<u>Elementary</u>	<u>2002-03</u>	<u>2003-04</u>
Odyssey of the Mind	\$ 700/person	\$ 727
Student council (Grades 3-5)	\$ 700	\$ 727
School Newspaper (Minimum of 5 issues)	\$ 500	\$ 519
 <u>District-Wide</u>		
Intramurals (per session)	\$ 25.98	\$ 27
Team Leaders – 12 positions K through Grade 5 – Homer Brink and Maine Memorial	\$ 553/Leader	\$ 574
Homer Brink Instructional Support Team Chairpersons – 2 positions	\$ 553/Chairperson	\$ 574
Instructional Support Teachers – 6 positions Homer Brink, Maine Memorial, Middle School	\$1,053/Teacher	\$1093
Balanced Literacy (K-2) – 4 positions Homer Brink (2) Maine Memorial (2)	\$1,053/Position	\$1093
Foundation's Trainers (3-8) – 6 positions Homer Brink (2) Maine Memorial (2) Middle School (2)	\$1,053/Position	\$1093

APPENDIX C

COMPENSATION FOR LONG-TERM AND EXTENDED SUBSTITUTES

- A. A long-term substitute, as defined in Article III, Para. F (Unit Definition), shall be paid as follows:

2002-03 - \$172.23

2003-04 - \$179.00

No credit shall be given for experience or educational hours or degrees.

No tenure or reserved rights may be accrued by long-term substitutes.

- B. The following Articles of this agreement do not apply to long-term substitutes:

Article IX	Transfers
Article X	Observation/Evaluation & Records (In relation to long-term substitutes serving less than ten consecutive months.)
Article XII(I)	Leave of Absence for Association Days
Article XVII(A)	Salary
Article XVII(D)	Part-time Teachers
Article XIX(F)	Sick Bank
Article XIX(G)	Sick Leave Incentive
Article XIX(H)	Short-term Leave
Article XIX(I)	Long-term Leave
Article XX(A)	Differential
Appendix A	Salary
Appendix D	Stabilization
Appendix F	Memorandum of Understanding – Lead Teachers

- C. ITINERANT SUBSTITUTE

An Itinerant Substitute is defined as a substitute teacher who is employed on a day-to-day basis in place of a regular appointed teacher who is expected, based upon certification of a physician, to be absent for twenty or more consecutive teacher attendance days due to illness or in place of a regular appointed teacher who shall be absent, due to a leave approved by the Board of Education, for twenty or more consecutive teacher attendance days but less than that required for a long-term substitute of a semester or more.

The information pertaining to the expected absence, due to illness, of the teacher shall be communicated to the Personnel Administrator in writing or orally with written certification following immediately. If a new person is not appointed within three (3) consecutive teacher attendance days of the notification to the Personnel Administrator of the expected extended absence then the person serving in that assignment will be paid at the itinerant substitute rate. The person shall be paid at the rate indicated below from the time of effected date as established in writing by the Personnel Administrator.

2002-03 - \$124.50/Day Served

2003-04 - \$129.00/Day Served

No benefits other than salary may be received; no credit shall be given for experience or educational hours or degrees; no tenure or reserve rights may be accrued; no other term or condition enjoyed in Association Agreement will be granted to the Itinerant Substitute. When used in this paragraph the word benefits shall include Transfers, Observation/Evaluation and Records, Leave of Absence for Association Designee, Salary, Health Insurance, Dental Insurance, Part-time Teachers, Sick Bank, Sick Leave Incentive, Short-term Leave, Long-term Leave, Differential, Tenure Personnel Inventory, Statement of Stabilization, Personal Business Leave, Religious Observation, and Bereavement Leave.

An Itinerant Substitute shall have a valid New York State certification in the assignment area. An Itinerant Substitute can be terminated immediately upon notice.

APPENDIX D

STATEMENT OF STABILIZATION

The parties agree that:

1. The District will not take action to abolish positions that at the time of such action would result in less than 159.4 full-time equivalent teachers.
2. The District is not required to replace a teacher who leaves as a result of resignation, retirement, 3020a disciplinary proceeding, probation termination, leave of absence, or death. Further, the District is not required to sustain a teaching position as a result of reduction or retrenchment of program.
3. If as a result of the above, the District does not have an available position for a teacher in either the teacher's given tenure area and/or area of certification, the District has the right to move a teacher to another tenure area and/or area of certification or instructional or supervisory duty. The District, Association and the teacher shall jointly apply, if necessary, to the Education Department for a certificate of default. That teacher will be reassigned by the District to the first opening that exists in the teacher's tenure area and/or area of certification.

APPENDIX E

ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

It is the purpose of this document to provide a format and process for the annual review of professional performance. This document separately provides for the evaluation of both tenured and non-tenured staff members.

The goal of this process is to improve student achievement by improving instruction and maintaining excellence. Non-tenured staff will be evaluated using the included rubric. Tenured staff choosing a traditional observation will also have their performance evaluated using the rubric. The rubric contains eight standards of effective teaching as determined by the State Education Department. For each of the eight standards, performance indicators used to assess growth towards and achievement of those standards is included. Each performance indicator has four labels that are used to indicate level of performance. Each performance indicator will be assessed indicating the degree to which it was observable or measurable relative to the lesson.

Although a staff member is responsible for all of the standards, as a result of an observation, the administrator and the professional staff member will focus on no more than two areas that might need immediate attention.

Non-tenured staff will be observed in the traditional classroom observation model with the frequency established in the META contract. Tenured staff will have an opportunity to choose an option to the traditional classroom observation. However, tenured staff whose previously observed performance would indicate a need for assistance may have options for evaluation withdrawn by the building administrator.

Non-tenured teachers will be observed by at least two administrators during the course of the school year. Ordinarily, one administrator will do four of five observations.

Non-tenured staff whose performance falls in the "needs improvement" box will be expected, with due direction and assistance from the administration, to show evidence of progress in succeeding observations.

In the spirit of professional growth and collaboration, non-tenured staff members are encouraged to share these observations with their union representatives.

Tenured staff who choose the traditional classroom observation are expected to maintain a minimum level of "proficient" and, where indicated, "progressing" for any performance indicator needing improvement.

Progression of Events in Observation/Evaluation Process

1. Pre-observation form sent to teacher and dates established for pre-observation conference and the observation.
2. Teacher completes pre-observation sheet and submits it to the administrator.
3. Administrator and teacher meet to:
 - A. discuss goals and objectives,
 - B. review long-range planning (teacher plan book as source),
 - C. review pertinent material for lesson to be observed.
4. Lesson and administrative observation occur.
5. Administrator completes Criteria, rubric, and "Administrative Comments" section and forwards to teacher (suggested timeline is within three school days).
6. Teacher completes "Teacher Comments" section with reflections/comments and returns to Administrator (suggested timeline is within three school days).
7. Post-observation meeting will occur following the completion of both comment sections to:
 - A. discuss reflections/comments,
 - B. focus areas for professional growth, chosen by the administrator,
 - C. collaboratively set activities and target dates (suggested timeline is within three school days).
8. Signatures and filing of observation/evaluation packet is to be completed (suggested timeline is within three school days).

Note: Items #5, #6 and #7 should all be completed within nine school days.

Maine-Endwell Central School District
Professional Staff Observation/Evaluation

Teacher: _____ **Observer:** _____

School: _____ **Date:** _____

Grade: _____ **Subject:** _____

X the appropriate boxes.

☐ **Probationary Teacher/Long-Term Substitute**

- | | |
|--|--|
| <input type="checkbox"/> Observation 1 | <input type="checkbox"/> Extended (three days) |
| <input type="checkbox"/> Observation 2 | <input type="checkbox"/> Extended (three days) |
| <input type="checkbox"/> Observation 3 | <input type="checkbox"/> Extended (three days) |
| <input type="checkbox"/> Year End Evaluation | |

☐ **Tenured Teacher**

- | |
|---|
| <input type="checkbox"/> Observation (Pages 4,6-11) |
| <input type="checkbox"/> Self-Directed Plan (Pages 15,16) |
| <input type="checkbox"/> Year End Evaluation (Pages 1,12,13,17) |

Comments:

Observer's Signature: _____ **Date:** _____

I have met with the above listed supervisor and hereby attach my signature to this Observation/Evaluation report attesting to the fact that a conference was held to discuss the items in this report.

This copy will be placed in my Personnel File. My signature indicates I have reviewed but not necessarily agreed with the contents. A reply may be attached.

Teacher's Signature: _____ **Date:** _____

**Maine-Endwell Central School District
Teacher Pre-Observation Conference**

Teacher: _____ **Observer:** _____

Today's Date: _____ **Observation Date/Time:** _____

This lesson is related to which of your yearly goals? _____

This lesson is related to what part of the NYS core curriculum? (page/key idea) _____

Please bring this sheet filled out and your plan/grade book to the pre-observation conference.
Use additional pages, if necessary.

1. What are your learner objectives for this lesson? Tell what the students will know and be able to do as a result of this lesson. Please be specific.

2. What are you going to do to help students learn the objectives? Describe the lesson activities.

3. How will you know the students have learned the objectives? Describe how you will assess student progress during the lesson and at the close of the lesson.

4. Identify a "target" (aspect of your teaching you want specific feedback on).

Definitions of Labels in Criteria

4 Commendable

Performance exceeds expected elements of this criterion

1 Proficient

Performance meets essential elements of this criterion

2 Progressing

Performance is moving toward achievement of the essential elements of this criterion

3 Needs Improvement

Performance is deficient in essential elements of this criterion

CRITERIA

Content Knowledge		Commendable	Proficient	Progressing	Needs Improvement
1.	Displays knowledge of subject matter being presented.				
2.	Applies knowledge to instruction and involves students in discovering and exploring concepts.				
3.	Utilizes current resources to support curriculum requirements.				
4.	Actively builds on knowledge of prerequisite relationships.				
5.	Presents accurate information recognizing multiple points of view.				
6.	Has an understanding of NYS Learning Standards and core curriculum and applies that understanding to teaching.				

Administrator Comments:

Teacher Comments:

Professional Growth:

Preparation		Commendable	Proficient	Progressing	Needs Improvement
1.	Plans effectively to account for group and individual learning needs.				
2.	Plans to maximize student participation.				
3.	Develops plans which set clear short and long term goals and objectives.				
4.	Sequences lessons appropriately.				
5.	Adapts materials to accommodate individual differences and learning styles.				

Administrator Comments:

Teacher Comments:

Professional Growth:

Instructional Delivery		Commendable	Proficient	Progressing	Needs Improvement
1.	Uses a variety of teaching strategies.				
2.	Communicates information and expectations effectively.				
3.	Organizes instructional materials.				
4.	Paces lessons appropriately.				
5.	Models learning and appropriate behaviors.				
6.	Shows evidence that curriculum standards are being met.				
7.	Demonstrates poise and confidence.				

Administrator Comments:

Teacher Comments:

Professional Growth:

Classroom Management		Commendable	Proficient	Progressing	Needs Improvement
1.	Fosters and maintains a classroom climate that supports respectful relationships between and among teachers and students.				
2.	Structures the physical learning environment (teacher and student furniture, materials, bulletin boards and displays) with knowledge of students' learning needs.				
3.	Establishes classroom rules and routines that are mutually understood and consistently applied.				
4.	Demonstrates awareness of individual student's needs including levels of frustration, indicators of success and warning signals.				
5.	Consistently adheres to rewards and consequences.				

Administrator Comments:

Teacher Comments:

Professional Growth:

Student Development		Commendable	Proficient	Progressing	Needs Improvement
1.	Demonstrates awareness of diversity among students.				
2.	Uses developmentally appropriate strategies with respect to social, emotional, physical and cognitive development.				

Administrator Comments:

Teacher Comments:

Professional Growth:

Student Assessment		Commendable	Proficient	Progressing	Needs Improvement
1.	Uses a variety of formal and informal assessment tools and techniques.				
2.	Provides timely feedback to students.				
3.	Assists students in the development of self-assessment skills.				
4.	Aligns objectives, goals and instructional standards with assessments.				
5.	Constructs/selects assessment techniques that are matched to the individual and development needs of students.				
6.	Keeps accurate records of student progress and shares information with students, parents, and administrators as appropriate.				

Administrator Comments:

Teacher Comments:

Professional Growth:

Collaboration		Commendable	Proficient	Progressing	Needs Improvement
1.	Establishes appropriate relationships with parents, students and colleagues.				
2.	Demonstrates a positive attitude toward new educational initiatives.				
3.	Is willing to participate in professional growth activities and shares information with colleagues.				
4.	Models attitudes characteristic of a life long learner.				

Administrator Comments:

Teacher Comments:

Professional Growth:

	Reflective and Responsive Practice	Commendable	Proficient	Progressing	Needs Improvement
1.	Engages in reflective practice by revising lesson plans, refining activities and focusing on student learning and achievement.				
2.	Self identifies areas in need of professional development.				
3.	Monitors and adjusts curriculum and instructional delivery based on student response to learning.				
4.	Displays extensive and current subject knowledge with evidence of continuing pursuit of knowledge and related skills.				
5.	Constructs/selects assessment techniques that are matched to the individual and development needs of students.				

Administrator Comments:

Teacher Comments:

Professional Growth:

- Tenured staff members who wish may choose the following option instead of a traditional classroom observation:

Self-Directed Option

A tenured staff member may choose to work independently on a program of professional growth. In the Self-Directed Option, the individual follows a plan relating to one or more of the specific skills of criteria established by the State Education Department: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Staff Development, Student Assessment, Collaboration and Reflective Practices.

Following a self-assessment of the individual's professional needs, each tenured staff member choosing this option will work cooperatively with his/her supervising administrator to establish goals, expectations, and conditions relating to fulfillment of the Self-Directed Option.

Steps:

1. Goal Setting

October 15: A written notification to the building principal indicating that the teacher wishes to choose the Self-Directed Option and has listed the goal and a few strategies on the attached goal sheet.

2. Progress Assessment

- | | |
|--------------------------------|---|
| (a) February 1: | Mid-year progress meeting using the accompanying sheets that match the teacher's selected criteria |
| (b) May 15: | Teacher should submit paperwork, which includes successes, challenges, learnings, and implications. (Use page 16) |
| (c) Before last day of school: | Year-end meeting with staff member and building administrator for final paperwork. |

Maine-Endwell Central School District

Self-Directed Option

Teacher Name: _____

Criteria from New York State: 1. _____
2. _____

Goal based on criteria: _____

2002-2003 Strategies/Activities to Support Goal	Resources
1.	
2.	
3.	
4.	

Maine-Endwell Central School District

Self-Directed Option Final Summary

Teacher Name: _____

This year's goal: _____

2002-2003	
1. Successes	
2. Challenges	
3. Learnings	
4. Implications	

Maine-Endwell Central School District

Final Evaluation Input Form

Please complete the following information and return to me by May 15 so that I may include all of your successes and accomplishments in your evaluation report.

Last Name, First Name

1. Were you involved in a new course (secondary), a new program or did you try an instructional innovation this year? Please describe the change you made in your curriculum that was most effective.
2. Upon reflection of this year's successes and challenges, what would you do differently next year to help improve student performance in the New York State standards and assessments?
3. What instructional strategies have you employed to meet the varied learning styles in your classroom?
4. Describe your student management styles.
5. How and when do you communicate with and involve parents?
6. Please indicate conferences, workshops, and committees that you have attended/worked on, along with any other examples of how you seek professional growth.
7. Please list any other out-of-classroom activities that you were involved in this year.

Please take this opportunity to note any other information that you would like us to know.

APPENDIX F

MEMORANDUM OF UNDERSTANDING LEAD TEACHERS PROPOSAL

The following is a proposal for a variance to the Maine-Endwell Teachers' Association (META) contract from September 1, 2002 - June 30, 2003. This proposal is for the continuation of the position of Lead Teacher as described below.

It is proposed that the META and the Superintendent of Schools mutually agree to a contract variance, which will allow for the creation of the position of Lead Teacher.

For the High School and the Middle School, one position of Lead Teacher for:

- English Language Arts/Library Science/Reading
- Mathematics
- Science
- Social Studies
- Special Education/Speech

In addition, one Lead Teacher position will be created in each of the following areas district-wide:

- Art
- Music
- Languages other than English
- Psychology/Guidance/Social Worker
- Physical Education/Health
- Business/ Family and Consumer Science/Technology

For the elementary school, lead teacher positions will be created, one for Homer Brink and one for Maine Memorial at each level and area identified below:

- K-2 and 3-5
 - ELA/Library/Reading
 - Mathematics
 - Science
 - Social Studies
- Special Education - one in each building

Total of 18 positions

The lead teacher shall assist in the following duties and any other that the META president and Superintendent may mutually agree upon:

- Alignment of local curricula with state standards
- Development of local assessments
- Coordination of appropriate discussions on Superintendent's Conference Days
- Reporting to the administration subject area concerns
- Coordination of budgeting information
- Dissemination of curriculum/instructional information to subject area teachers
- Modeling of proven instructional strategies

- IMPROVE SYSTEMIC DESIGNS & RESULTS
- IMPROVE SUPPORT FOR ALL PROFESSIONALS
- SUPPORT INDIVIDUAL GROWTH
- BROADEN COMMUNICATIONS
- MODEL BEST PRACTICES

Posting of the positions will follow the META contract procedures.

Participants in the program, the META president, along with Administration will evaluate the program to determine its successes, challenges, learning and implications for improvement and make recommendations to the Superintendent. Based on this review, a request for a new variance for lead teachers may be requested by the Superintendent for the 2003-2004 school year.

Steve Perkins
META President

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SIGNATURE

Sam R. Warden
SUPERINTENDENT
MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

10/29/02
DATE

Stephen Pashnis
PRESIDENT
MAINE-ENDWELL TEACHERS' ASSOCIATION

10-30-02
DATE

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of Education on October 10, 2002.

John Murphy
CLERK, BOARD OF EDUCATION

10/30/02
DATE